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DENISE ACQUAFREDDA V. TJ SERVICES, et al.

(NOTICE OF REMOVAL OF ACTION)

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COPY

JUN 29 2011

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8 Attorneys for Plaintiff Denise Acquafredda

9 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
10 **IN AND FOR THE COUNTY OF MARICOPA**

11 DENISE ACQUAFREDDA, an
12 unmarried woman,
13 Plaintiff,

14 v.

15 TJ SERVICES, INC. d/b/a CREDIT
16 CONTROL, a Virginia corporation and
17 EXPERIAN INFORMATION
18 SOLUTIONS, INC., an Ohio
19 corporation,
20 Defendants.

No. CV 2011-054368

COMPLAINT

JURY TRIAL REQUESTED

21 Plaintiff, Denise Acquafredda (hereinafter "Acquafredda"), by undersigned counsel,
22 and, for cause of action against Defendants TJ Services, Inc. d/b/a Credit Control Corporation
23 ("Credit Control Corporation" or "CCC") and Experian Information Solutions, Inc.
24 ("Experian") states as follows:
25

26 **I. PARTIES, JURISDICTION AND VENUE**
27
28

EXHIBIT A

1 1. Plaintiff Denise Acquafredda ("Plaintiff Acquafredda") is an adult resident citizen of
2 Maricopa County, Arizona and a "consumer" as that word is defined by 15 U.S.C. § 1681 et
3 seq. and 15 U.S.C. 1692 et seq.
4

5 2. Defendant TJ Services, Inc. is a Virginia corporation doing business under the
6 fictitious name of Credit Control Corporation (hereafter, "Defendant CCC"), and regularly
7 conducts business in the State of Arizona, Maricopa County and may be served with process
8 upon its registered agent Terry C. Fuller, Chesapeake Building, 11825 Rock Landing Drive,
9 Newport News, VA 23606. Defendant CCC regularly furnishes information to consumer
10 reporting agencies about consumers and is a "debt collector" as that term is defined under the
11 Fair Debt Collection Practices Act, 15 U.S.C. § 1692a(6).
12

13 3. Defendant Experian Information Solutions, Inc (hereafter, "Experian"), an Ohio
14 corporation with its principal place of business in the State of California, is registered to do
15 business in the State of Arizona and may be served with process upon CT Corporation System,
16 2394 E Camelback Road, Phoenix, AZ, 85016. Defendant Experian is a "consumer reporting
17 agency" as that term is defined by 15 U.S.C. § 1681(f) of the Federal Fair Credit Reporting Act
18 and A.R.S. § 44-1691 of the Arizona Consumer Reporting and Fair Credit Reporting Act.
19
20
21

22 4. This Court has jurisdiction over this action and venue is proper.
23

24 II. FACTUAL BACKGROUND

25 5. Plaintiff Acquafredda has only ever resided in Goodyear, Arizona since 2001, and
26 has never resided at 3030 N. 7th Street, Apartment 156, Phoenix Arizona.
27
28

1 6. On or about May 20, 2010, Plaintiff Acquafredda first learned of the existence of
2 two separate accounts for collection identified as Credit Control Corporation account numbers
3 205045-1949 and 205045-1950 appearing on her Experian credit report. The original creditor
4 identified in her Experian report, dated May 20, 2010 for both such accounts is "Cox
5 Communications, Phoenix AZ" and the accounts listed separate alleged indebtedness of
6 \$562.00 and \$530.00 ("Cox Accounts").
7

8
9 7. On or about May 20, 2010, upon information and belief, neither consumer reporting
10 agencies Trans Union nor Equifax reported the Cox Accounts were past due or owing by
11 Plaintiff Acquafredda or any accounts that were identified as being collected by Defendant
12 CCC pertaining to Plaintiff Acquafredda.
13

14 8. On or about June 1, 2010, Plaintiff Acquafredda telephoned Defendant Experian and
15 informed its representative that she disputed that she owed either accounts, upon which
16 Defendant Experian's representative informed her she could only dispute the item with
17 Defendant CCC and then instructed her to contact CCC directly.
18

19 9. On or about June 1, 2010, Plaintiff Acquafredda telephoned Defendant CCC and
20 spoke with its representative who identified herself as Ms. Brown. At the time, Plaintiff
21 disputed to Ms. Brown that she owed Defendant CCC or Cox Communications the debts
22 allegedly owing on Cox Accounts and appearing on her Experian report, and informed
23 Defendant CCC's representative that she had never resided at the address Defendant CCC then
24 informed her were associated with both accounts.
25
26
27
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1 10. The first communication between Plaintiff Acquafredda and Defendant CCC
2 occurred on or about June 1, 2010.

3
4 11. On or about June 1, 2010, Defendant CCC never communicated to Plaintiff
5 Acquafredda that it was a debt collector and any information it obtained would be used for
6 purposes of collection.

7
8 12. At no time on or after June 1, 2010 did Defendant CCC ever communicate to
9 Plaintiff Acquafredda that she had the right to dispute the validity of the debt she alleged owed
10 to Cox Communications to Defendant CCC within any period of time or to request Defendant
11 CCC provide her with the validation of the alleged indebtedness.

12
13 13. On or about June 1, 2010 Plaintiff Acquafredda reported to Defendant Experian that
14 she was likely the victim of identity theft. On or about the same day, she also reported she was
15 a likely victim of identity theft to Trans Union and Equifax.

16
17 14. On or about June 1, 2010, Plaintiff Acquafredda reported to the Goodyear Police
18 Department that she was the likely victim of identity theft because the false information
19 appearing on her Experian credit report related to the two Cox Communications accounts
20 (hereafter, "Goodyear Police Report").

21
22 15. On or about July 9, 2010, Defendant CCC's representative Ms. Brown left a
23 voicemail on Plaintiff Acquafredda's home phone requesting to call her back and not
24 specifying what the call was regarding. Defendant CCC did not communicate that it was a
25 debt collector or that any information it obtained would be used for those purposes.
26
27
28

1 16. On or about June 16, 2010, Plaintiff Acquafredda wrote and mailed her first letter to
2 Defendant CCC and again informed Defendant CCC that she disputed that she ever lived at the
3 address associated with the two Cox accounts. As further proof, she provided W-2 forms
4 identifying her Goodyear residential address.
5

6 17. On or about June 16, 2010, Plaintiff Acquafredda also submitted a dispute with
7 Defendant Experian wherein she disputed that she owed any debt to Cox Communications
8 and/or Defendant CCC, and, furthermore, she requested each Cox account reported as negative
9 information be investigated and deleted from her Experian credit report. At the time, she
10 submitted copies of the Goodyear Police Report with her dispute to Experian.
11
12

13 18. Upon information and belief, Defendant Experian contacted Defendant CCC and
14 informed it that Plaintiff Acquafredda disputed the validity of both alleged separate
15 indebtedness to Cox Communications.
16

17 19. Upon information and belief, Defendant CCC responded to and informed Defendant
18 Experian, without any or a reasonable investigation, that both the Cox accounts were valid.
19

20 20. Upon information and belief, Defendant Experian simply parroted the response
21 provided by Defendant CCC without performing a reasonable investigation of the information
22 appearing on Plaintiff Acquafredda's Experian credit report.
23

24 21. On or about July 1, 2010, Defendant Experian provided Acquafredda with the results
25 of its "investigation" and informed her that neither Cox Account would be deleted from her
26 Experian credit report.
27
28

1 22. On or about July 27, 2010 Defendant Experian generated Acquafredda's credit
2 report and again informed her that as a result of its "investigation" neither Cox Account would
3 be deleted from her Experian credit report.
4

5 23. On or about August 3, 2010, Plaintiff Acquafredda wrote to Defendant Experian and
6 submitted her second dispute that she disputed the Cox Accounts were her accounts or that she
7 ever lived at the address associated with either account. In addition to all the W-2 information
8 she previously provided to Defendant Experian, she included (1) an account statement from
9 Southwest Gas Corporation proving continuous service at her Goodyear residential address
10 from October 15, 2001 to August 2, 2010, and (2) a Notice of Utility Services from the City of
11 Goodyear from October 15, 2001 to August 3, 2010 proving she maintained continuous service
12 at her Goodyear residential address during all such times.
13
14

15 24. On or about August 4, 2010, Plaintiff Acquafredda faxed Defendant CCC a copy of
16 her August 2, 2010 letter to Experian and all the foregoing supporting documentation – again
17 disputing that she ever lived at the address associated with the Cox Accounts or that they were
18 her alleged debts to Cox Communications. She also requested Defendant CCC cease
19 communication with her.
20
21

22 25. On or about August 13, 2010, Defendant Experian wrote to Plaintiff Acquafredda
23 and informed her that it was not able to use the information she submitted to it.
24

25 26. All the information Plaintiff Acquafredda submitted to Defendant Experian
26 previously was sufficient to remove the only negatively reported items on her Experian credit
27 report – the Cox Accounts.
28

1 27. Upon information and belief, Defendant Experian contacted Defendant CCC and
2 informed it that Plaintiff Acquafredda disputed the validity of both alleged separate
3 indebtedness to Cox Communications.
4

5 28. Upon information and belief, Defendant CCC responded to and informed Defendant
6 Experian, without any or a reasonable investigation, that both the Cox accounts were valid.
7

8 29. Upon information and belief, Defendant Experian parroted the response provided by
9 Defendant CCC without performing a reasonable investigation of the information appearing on
10 Plaintiff Acquafredda's Experian credit report.
11

12 30. On or about September 8, 2010, Defendant Experian provided Defendant
13 Acquafredda with the results of its "investigation" and informed her that neither of the Cox
14 Accounts would be deleted from her Experian credit report.
15

16 31. On or about September 13, 2010, Plaintiff Acquafredda wrote to Defendant
17 Experian and submitted a third dispute that she disputed the Cox Accounts were her accounts
18 or that she ever lived at the address associated with either account. She again included (1) an
19 account statement from Southwest Gas Corporation proving continuous service at her
20 Goodyear residential address from October 15, 2001 to August 2, 2010, and (2) a Notice of
21 Utility Services from the City of Goodyear from October 15, 2001 to August 3, 2010 proving
22 she maintained continuous service at her Goodyear residential address during all such times.
23
24

25 32. On or about September 13, 2010, Plaintiff Acquafredda faxed Defendant CCC a
26 copy of her September 13, 2010 letter to Experian and all the foregoing supporting
27
28

1 documentation – again disputing that she ever lived at the address associated with the Cox
2 Accounts or that they were her alleged debts to Cox Communications.

3
4 33. On or about September 22, 2010, Defendant Experian wrote to Plaintiff
5 Acquafredda and informed her that it would refuse to investigate her dispute of the false
6 information appearing as to the Cox Accounts any further, and removed only the disputed
7 Phoenix residential address associated with the Cox Accounts.

8
9 34. All the information Plaintiff Acquafredda submitted to Defendant Experian
10 previously was sufficient to remove the only negatively reported items on her Experian credit
11 report – the Cox Accounts.

12
13 35. On October 18, 2010, Plaintiff Acquafredda wrote to Defendant Experian and
14 submitted a fourth dispute that she disputed the Cox Accounts were her accounts or that she
15 ever lived at the address associated with either account. In addition to all the W-2 information
16 she previously provided to Defendant Experian, she again included (1) an account statement
17 from Southwest Gas Corporation proving continuous service at her Goodyear residential
18 address from October 15, 2001 to August 2, 2010, and (2) a Notice of Utility Services from the
19 City of Goodyear from October 15, 2001 to August 3, 2010 proving she maintained continuous
20 service at her Goodyear residential address during all such times.

21
22
23
24 36. On or about October 18, 2010, Plaintiff Acquafredda faxed Defendant CCC a copy
25 of her August 2, 2010 letter to Experian and all the foregoing supporting documentation –
26 again disputing that she ever lived at the address associated with the Cox Accounts or that they
27 were her alleged debts to Cox Communications.

1 37. On or about October 18, 2010, Ms. Brown left a voicemail on Plaintiff
2 Acquafredda's cell phone requesting her to call back.

3
4 38. On or about February 25, 2011, Plaintiff Acquafredda wrote Trans Union and
5 Defendant CCC, submitting a written dispute that she disputed the Cox Accounts were her
6 accounts or that she ever lived at the address associated with either account. In addition to all
7 the W-2 information she previously provided to Defendant Experian, she included (1) an
8 account statement from Southwest Gas Corporation proving continuous service at her
9 Goodyear residential address from October 15, 2001 to present, (2) a Notice of Utility
10 Services from the City of Goodyear from October 15, 2001 to present proving she maintained
11 continuous service at her Goodyear residential address during all such times, and (3) tax
12 documents from her college from 2004 and 2005 showing her Goodyear address, (4) the police
13 report filed on June 1, 2010, and (5) all correspondence previously submitted to Defendant
14 Experian and CCC.
15
16
17

18 39. On or about March 7, 2011, Ms. Brown left a voicemail on Plaintiff Acquafredda's
19 cell phone requesting her to send a copy of her driver's license and social security card, and to
20 call her back.
21

22 40. Upon information and belief, Trans Union contacted Defendant CCC and informed
23 it that Plaintiff Acquafredda disputed the validity of both alleged separate indebtedness to Cox
24 Communications.
25

26 41. Upon information and belief, Defendant CCC responded to and informed Trans
27 Union, without any or a reasonable investigation, that both the Cox Accounts were valid.
28

1 42. Upon information and belief, Trans Union removed the disputed Cox Accounts with
2 appearing on her Trans Union credit report.

3 43. Unknown to Plaintiff Acquafredda until February of 2011, Defendant CCC
4 intentionally, willfully and/or negligently reported the alleged debts on the Cox Accounts as an
5 unpaid collection to Trans Union for its inclusion on her Trans Union credit report in August of
6 2010.
7

8 44. Based upon the false information appearing on both her credit reports with
9 Defendant Experian and Trans Union, Plaintiff Acquafredda was denied credit and/or given
10 credit on substantially less favorable terms because of the false information appearing on her
11 Experian and/or Trans Union credit reports which identified the Cox Accounts.
12

13 45. Defendant CCC is a furnisher of credit information to the national consumer
14 reporting agencies and thus owes duties under the Fair Credit Reporting Act, 15 U.S.C. § 1681
15 et seq.
16

17 46. Defendant Equifax is a consumer reporting agency, as defined by the Fair Credit
18 Reporting Act and thus also owes duties pursuant to 15 U.S.C. § 1681 et seq.
19

20 47. Upon receipt of Plaintiff's dispute letter regarding Defendant CCC's collection of
21 the Cox Accounts, 15 U.S.C. § 1681i of the Fair Credit Reporting Act required Defendant
22 Experian to perform a reasonable investigation of the Plaintiff's dispute regarding Defendant
23 CCC's collection within thirty days of the receipt of the dispute.
24

25 48. Defendant CCC also owed a duty to perform a reasonable investigation of the
26 Plaintiff's disputes, pursuant to 15 U.S.C. § 1681s-2(b) and A.R.S. § 44-1695(C). Upon
27
28

1 receipt of the Plaintiff's disputes to Experian and Trans Union, Defendant CCC owed a duty to
2 perform a reasonable investigation with respect to the disputed information pursuant to 15
3 U.S.C. § 1681s-2(b) of the Fair Credit Reporting Act and A.R.S. § 44-1695(C) of the Arizona
4 Consumer Reporting Agencies and Fair Credit Reporting Act.
5

6 **III. CAUSES OF ACTION**

7 **COUNT I**

8 **WILLFUL AND/OR NEGLIGENT VIOLATIONS OF THE FEDERAL FAIR CREDIT** 9 **REPORTING ACT**

10 49. Plaintiff Acquafredda incorporates as if fully set out herein all the preceding
11 paragraphs.
12

13 50. Defendant CCC failed to perform a reasonable investigation of Plaintiff
14 Acquafredda's disputes and "verified" to Experian that its collection of the Cox Accounts
15 should continue to appear in her credit files. Defendant CCC's actions constitute negligent
16 and/or willful violations of the Fair Credit Reporting Act.
17

18 51. Defendant Experian also negligently and/or willfully violated 15 U.S.C. § 1681i by
19 failing to perform a reasonable investigation of the Plaintiff Acquafredda's dispute. 15 U.S.C.
20 § 1681i requires Defendant Equifax to perform a reasonable investigation of the Plaintiff
21 Acquafredda's dispute of Defendant's CCC's collection. Experian negligently and/or willfully
22 violated 15 U.S.C. § 1681i by failing to reasonably investigate Plaintiff Acquafredda's dispute.
23
24

25 52. 15 U.S.C. § 1681e(b) requires Defendant Experian to follow reasonable procedures
26 to assure maximum possible accuracy of the Plaintiff's credit reports. Defendant Experian
27
28

1 negligently and/or willfully violated 15 U.S.C. § 1681e(b) by failing to follow reasonable
2 procedures to assure maximum possible accuracy of the Plaintiff Acquafredda's credit history.

3
4 53. Pursuant to 15 U.S.C. § 1681o of the Fair Credit Reporting Act, the Defendants'
5 actions in negligently violating the Fair Credit Reporting Act entitle the Plaintiff to recovery of
6 her actual damages as well as attorneys' fees and costs. In addition, the Defendants' actions in
7 willfully violating the Fair Credit Reporting Act entitle the Plaintiff to the recovery of her
8 actual damages, punitive damages, attorneys' fees and costs, pursuant to 15 U.S.C. § 1681n.
9

10 **COUNT II**

11
12 **WILLFUL AND/OR NEGLIGENT VIOLATIONS OF THE ARIZONA CONSUMER**
13 **REPORTING AGENCIES AND FAIR CREDIT REPORTING ACT**

14 54. Plaintiff Acquafredda incorporates as if fully set out herein all the preceding
15 paragraphs.

16 55. Defendant Credit Protection failed to perform a reasonable investigation of the
17 Plaintiff's disputes and "verified" to Experian that Defendant CCC's collection of the Cox
18 Accounts should continue to appear in the Plaintiff Acquafredda's credit files. Defendant
19 CCC's actions constitute negligent and/or willful violations of the Arizona Consumer
20 Reporting Agencies and Fair Credit Reporting Act.
21

22 56. Defendant Experian also negligently and/or willfully violated A.R.S. §§ 44-1694
23 and 44-1695 by failing to perform a reasonable investigation of the Plaintiff Acquafredda's
24 dispute. A.R.S. §§ 44-1694 and 44-1695 require Defendant Experian to perform a reasonable
25 investigation of Plaintiff Acquafredda's dispute of Defendant CCC's collection of the Cox
26
27
28

1 Accounts. Defendant Experian negligently and/or willfully violated A.R.S. § 44-1694 by
2 failing to reasonably investigate the Plaintiff Acquafredda's dispute.

3
4 57. A.R.S. § 44-1695 (C) requires Defendant Experian to follow reasonable procedures
5 to assure maximum possible accuracy of the Plaintiff Acquafredda's credit reports. Defendant
6 Experian negligently and/or willfully violated A.R.S. § 1695(C) by failing to follow reasonable
7 procedures to assure maximum possible accuracy of the Plaintiff Acquafredda's credit history.
8

9 58. Pursuant to A.R.S. § 44-1695, the Defendants' actions in negligently violating the
10 Arizona Consumer Reporting Agencies and Fair Credit Reporting Act entitle Plaintiff
11 Acquafredda to recovery of her actual damages as well as attorneys' fees and costs. In
12 addition, the Defendants' actions in willfully violating the Arizona Consumer Reporting
13 Agencies and Fair Credit Reporting Act entitle Plaintiff Acquafredda to the recovery of actual
14 damages, punitive damages, attorneys' fees and costs, pursuant to A.R.S. § 44-1695 (C).
15
16

17 **COUNT III**

18 **VIOLATION OF THE FEDERAL FAIR DEBT COLLECTION PRACTICES ACT**

19
20 59. Plaintiff Acquafredda incorporates as if fully set out herein all the preceding
21 paragraphs.

22 60. Defendant CCC violated the Federal Fair Debt Collection Practices Act. Defendant
23 CCC's violations include, but are not limited to, the following:
24

- 25 (a) Defendant CCC violated 15 U.S.C. § 1692e(2) by its false representation of the
26 character, amount, or legal status of the alleged debts to Cox Communications
27 when they reported it as owing by Plaintiff.
28

- 1 (b) Defendant CCC violated 15 U.S.C. § 1692e(10) by use of false representation
2 and deceptive means to collect any debt when it reported a debt Plaintiff did not
3 owe on either Cox Account and repeatedly “verified” such debt as owing despite
4 Plaintiff’s multiple disputes to the contrary
5
6 (c) Defendant CCC violated 15 U.S.C. § 1692c(C) by its failure to cease
7 communications with Plaintiff when instructed not to do so further.
8
9 (d) Defendant CCC violated 15 U.S.C. § 1692e(10) by failing to ever communicate
10 to Plaintiff that it is attempting to collect a debt and that any information
11 obtained will be used for that purpose.
12
13 (e) Defendant CCC violated 15 U.S.C. § 1692g(A)(1)-(5) by failing to provide any
14 validation notice to Plaintiff.
15

16 Wherefore, Plaintiff respectfully prays that a judgment be entered against Defendant
17 CCC for an award of actual damages, statutory damages, attorneys’ fees, litigation expenses
18 and costs of suit, and such other relief the Court deems just.
19

20 **COUNT IV**

21 **NEGLIGENCE**

22 61. Plaintiff Acquafredda incorporates as if fully set out herein all the preceding
23 paragraphs.
24

25 62. Defendants owed a duty to use reasonable care to truthfully and accurately maintain
26 and provide information and to follow reasonable procedures to assure the accuracy of the
27 information maintained and provided.
28

63. Defendants breached their duty of care to Plaintiff by maintaining and publishing false, inaccurate, and misleading information to third parties.

64. The conduct of Defendants constitutes negligence.

65. As a direct and proximate result of the conduct of Defendants, Plaintiff has been damaged. Plaintiff has suffered adverse actions, mental anxiety, emotional suffering, physical pain, worry, humiliation, mental distress and pre-litigation attorney's fees. In addition, Plaintiff has incurred and will continue to incur litigation expenses and post litigation attorneys' fees which, but for the acts and omissions of Defendants alleged herein, would not have been necessary. Further, Defendants' acts and omissions are willful, malicious and demonstrative of a reckless disregard for the Plaintiff's rights and well being.

66. The willful conduct of Defendants in, respectively, compiling, maintaining, analyzing and publishing false, inaccurate and misleading information regarding Plaintiff was negligent and without just cause or excuse and entitles Plaintiff to the recovery of punitive damages.


IV. DEMAND FOR JURY TRIAL

67. Plaintiff demands a trial by jury as to all issues so triable.

1 DATED this 29th day of June, 2011.

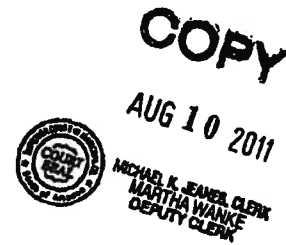
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7 SUPERIOR COURT OF THE STATE OF ARIZONA
8 COUNTY OF MARICOPA
9

10 DENISE ACQUAFREDDA, an unmarried
11 woman,

12 Plaintiff,

13 v.

14 TJ SERVICES, INC., d/b/a/ CREDIT
15 CONTROL, a Virginia corporation and
16 EXPERIAN INFORMATION
17 SOLUTIONS, INC. an Ohio corporation,
Defendants.

No. CV2011-054368

WAIVER OF SERVICE OF SUMMONS

(Assigned to Honorable Alfred Fenzel)

18 TO: Paul B. Mengedoth, Attorneys for Plaintiff:

19 I acknowledge receipt of your request that I waive service of a summons in the action
20 *Denise Acquafredda v. TJ Services, Inc., et al.*, which is case number CV2011-054368 in the
21 Superior Court of the State of Arizona in and for the County of Maricopa. I have also
22 received a copy of the complaint in the action, two copies of this instrument, and a means by
23 which I can return the signed waiver to you without cost to me.

24 I agree to save the cost of service of a summons and an additional copy of the
25 complaint in this lawsuit by not requiring that the entity on whose behalf I am acting be
26 served with judicial process in the manner provided by the Arizona Rules of Civil
27 Procedure.
28

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211 EXHIBIT B

4 I understand that a judgment may be entered against the party on whose behalf I am
5 acting if an answer or motion under Rule 12 is not served upon you within sixty (60) days
6 after August 4, 2011, or within ninety (90) days after that date if the request was sent
7 outside of the United States.

8 | DATED this 4th day of August, 2011.

By

S:\Credit Control Corp\2011\2002-Acquafredda\Pleadings\Waiver01\Svc.docx

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8 Attorneys for Plaintiff Denise M. Acquafredda

9 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
10 **IN AND FOR THE COUNTY OF MARICOPA**

11
12 DENISE ACQUAFREDDA, an)
13 unmarried woman,)
14 Plaintiff,)

CASE NO. CV2011-054368

15 v.)

**WAIVER OF SERVICE OF
SUMMONS**

16 TJ SERVICES, INC d/b/a CREDIT)
17 CONTROL CORPORATION, a Virginia)
18 Corporation and EXPERIAN)
19 SOLUTIONS, INC., an Ohio corporation)
20 Defendant.)

21 **TO: Mengedoth Law Firm LLC,**
22 **c/o Paul B. Mengedoth**

23 I acknowledge receipt of your request that I waive service of a summons in the action of
24 Acquafredda v Credit Control et al., which is case number CV2011-054368 in the Superior
25 Court of the State of Arizona in and for the County of Maricopa. I also have received a copy of
26 the complaint in the action, two copies of this instrument, and a means by which I can return
27 the signed waiver to you without cost to me.
28

EXHIBIT C

1 I agree to save the cost of service of a summons and an additional copy of the complaint
 2 in this lawsuit by not requiring that I (or the entity on whose behalf I am acting) be served with
 3 judicial process in the manner provided by the Arizona Rules of Civil Procedure.

4 I (or the entity on whose behalf I am acting) will retain all defenses or objections to the
 5 lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the
 6 summons or in the service of the summons.

7 I understand that a judgment may be entered against me (or the party on whose behalf I
 8 am acting) if an answer or motion under Rule 12 is not served upon you within sixty (60) days
 9 after June 30, 2011, or within ninety (90) days after that date after that date if the request was
 10 sent outside the United States.

11 Dated this 28 day of July, 2011.

12
13
14 By: [Signature] For

15 Experian Information Solutions, Inc. c/o
 16 CT Corporation System, Registered
 17 Agent
 18

19 **DUTY TO AVOID UNNECESSARY COSTS OF SERVICE OF SUMMONS**

20 Rule 4.1 and 4.2 of the Arizona Rules of Civil Procedure require certain parties to
 21 cooperate in saving unnecessary costs of service of the summons and the pleading. A
 22 defendant located the United States who, after being notified of an action and asked by a
 23 plaintiff located the United States to waive service of a summons, fails to do so will be
 24 required to bear the cost of such service unless good cause be shown for its failure to sign and
 25 return the waiver.

26 It is not good cause for a failure to waive service that a party believes that the complaint
 27 is unfounded, or that the action has been brought in an improper place or in a court that lacks
 28 jurisdiction over the subject matter of the action or over its person or property. A party who

COPY

JUN 29 2011



**MICHAEL K. JEANES, CLERK
S. DONAHOE
DEPUTY CLERK**

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8 Attorneys for Plaintiff Denise Acquafredda

9 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

10 **IN AND FOR THE COUNTY OF MARICOPA**

11 DENISE ACQUAFREDDA, an
12 unmarried woman,

13 Plaintiff,

14 v.

15 TJ SERVICES, INC. d/b/a CREDIT
16 CONTROL, a Virginia corporation and
17 EXPERIAN INFORMATION
18 SOLUTIONS, INC., an Ohio
19 corporation,

20 Defendants.

No. CV2011-054368

**CERTIFICATE REGARDING
COMPULSORY
ARBITRATION**

JURY TRIAL REQUESTED

21
22 The undersigned states that the largest award sought by Plaintiff, including
23 punitive damages, but excluding interest, attorneys' fees and costs, does exceed the
24 limits set by the Local Rules for Compulsory Arbitration. This case is not therefore
25 subject to the Uniform Rules of Procedure for Arbitration.

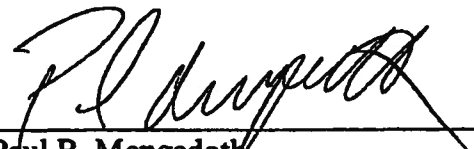
26
27 DATED this 29th day of June, 2011.

28 **EXHIBIT**

D

MENGEDOTH LAW FIRM LLC

By:


Paul B. Mengedoth
14646 N Kierland Blvd
Scottsdale, AZ 85254
Attorneys for Plaintiff Denise
Acquafredda

ORIGINAL filed this 29th day of June,
2011:

Clerk of the Court
Maricopa County Superior Court
18380 N 40th Street
Phoenix, AZ, 85032

COPY of the foregoing mailed this 29th
day of June, 2011, to:

Civil Court Administrator
Maricopa County Superior Court
125 W. Washington St., Ground Floor
Phoenix, Arizona 85003

By: 
Sabrina A. Alcasas

1 Paul B. Mengedoth (018507)
2 **MENGEDOTH LAW FIRM LLC**
3 14646 N. Kierland Blvd., Ste 140
4 Scottsdale, Arizona 85254
5 (480) 778-9100
6 (480) 778-9101 (Fax)
7 E-mail: paul@mengedothlaw.com

8 Attorneys for Plaintiff Denise M. Acquafredda

9 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
10 **IN AND FOR THE COUNTY OF MARICOPA**

11
12 DENISE ACQUAFREDDA, an)
13 unmarried woman,)
14 Plaintiff,)
15 v.)
16 TJ SERVICES, INC d/b/a CREDIT)
17 CONTROL CORPORATION, a Virginia)
18 Corporation and EXPERIAN)
19 SOLUTIONS, INC., an Ohio corporation)
20 Defendant.)

CASE NO. CV2011-054368

**NOTICE OF LAWSUIT AND
REQUEST FOR WAIVER OF
SERVICE OF SUMMONS**

21 **TO: Experian Information Solutions, Inc.,**
22 **c/o CT Corporation System, Registered Agent**

23 A lawsuit has been commenced against you (or the entity on whose behalf you are
24 addressed). A copy of the complaint is attached to this Notice. The complaint has been filed in
25 the Superior Court for the State of Arizona in and for the County of Maricopa and has been
26 assigned case number CV2011-054368.

27
28 **EXHIBIT E**

1 This is not a formal summons or notification from the court, but rather my request that
2 you sign and return the enclosed Waiver of Service in order to save the cost of serving you
3 with a judicial summons and an additional copy of the complaint. The cost of service will be
4 avoided if I receive a signed copy of the waiver within thirty (30) days after the date
5 designated below as the date on which this Notice of Lawsuit and Request for Waiver of
6 Service of Summons is sent. I enclose a stamped and addressed envelope (or other means of
7 cost-free return) for your use. An extra copy of the Waiver of Service is also attached for your
8 records.

9 If you comply with this request and return the signed Waiver of Service, the waiver will
10 be filed with the Court and no summons will be served on you. The action will then proceed
11 as if you had been served on the date the waiver is filed, and you will be required to answer or
12 otherwise respond to the complaint within sixty (60) days from the date designated below as
13 the date on which this notice is sent (or within ninety (90) days from that date if your address is
14 not in any judicial district of the United States).

15 If you do not return the signed waiver within the time indicated, I will take appropriate
16 steps to effect formal service in a manner authorized by the Arizona Rules of Civil Procedure
17 and then, to the extent authorized by those Rules, I will ask the Court to require you (or the
18 party on whose behalf you are addressed) to pay the full cost of such service. In that
19 connection, please read the statement concerning the duty of parties to avoid unnecessary costs
20 of service of summons, which is set forth on the reverse side (or at the foot) of the enclosed
21 "Waiver of Service of Summons" form.

22 I affirm that this Notice of Lawsuit and Request for Waiver of Service of Summons is
23 being sent to you on behalf of the Plaintiff on the date indicated below.

24 NOTICE AND REQUEST SENT this 30th day of June, 2011.
25
26
27
28

MENGEDOTH LAW FIRM LLC

By:



Paul B. Mengedoth
14646 N Kierland Blvd, Suite 140
Scottsdale, AZ 85254
Attorneys for Plaintiff Denise
Acquafredda

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1 Paul B. Mengedoth (018507)
2 **MENGEDOTH LAW FIRM LLC**
3 14646 N. Kierland Blvd., Ste 140
4 Scottsdale, Arizona 85254
5 (480) 778-9100
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7 E-mail: paul@mengedothlaw.com

8 Attorneys for Plaintiff Denise M. Acquafredda

9 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
10 **IN AND FOR THE COUNTY OF MARICOPA**

11
12 DENISE ACQUAFREDDA, an)
13 unmarried woman,)

14 Plaintiff,)

15 v.)

16 TJ SERVICES, INC d/b/a CREDIT)
17 CONTROL CORPORATION, a Virginia)
18 Corporation and EXPERIAN)
19 SOLUTIONS, INC., an Ohio corporation)
20 Defendant.)

CASE NO. CV2011-054368

**WAIVER OF SERVICE OF
SUMMONS**

21 **TO: Mengedoth Law Firm LLC,**
22 **c/o Paul B. Mengedoth**

23 I acknowledge receipt of your request that I waive service of a summons in the action of
24 Acquafredda v Credit Control et al., which is case number CV2011-054368 in the Superior
25 Court of the State of Arizona in and for the County of Maricopa. I also have received a copy of
26 the complaint in the action, two copies of this instrument, and a means by which I can return
27 the signed waiver to you without cost to me.
28

1 I agree to save the cost of service of a summons and an additional copy of the complaint
2 in this lawsuit by not requiring that I (or the entity on whose behalf I am acting) be served with
3 judicial process in the manner provided by the Arizona Rules of Civil Procedure.

4 I (or the entity on whose behalf I am acting) will retain all defenses or objections to the
5 lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the
6 summons or in the service of the summons.

7 I understand that a judgment may be entered against me (or the party on whose behalf I
8 am acting) if an answer or motion under Rule 12 is not served upon you within sixty (60) days
9 after June 30, 2011, or within ninety (90) days after that date after that date if the request was
10 sent outside the United States.

11 Dated this ____ day of ____, 2011.

12
13
14
15 By:

16 Experian Information Solutions, Inc. c/o
17 CT Corporation System, Registered
18 Agent

19 **DUTY TO AVOID UNNECESSARY COSTS OF SERVICE OF SUMMONS**

20 Rule 4.1 and 4.2 of the Arizona Rules of Civil Procedure require certain parties to
21 cooperate in saving unnecessary costs of service of the summons and the pleading. A
22 defendant located the United States who, after being notified of an action and asked by a
23 plaintiff located the United States to waive service of a summons, fails to do so will be
24 required to bear the cost of such service unless good cause be shown for its failure to sign and
25 return the waiver.

26 It is not good cause for a failure to waive service that a party believes that the complaint
27 is unfounded, or that the action has been brought in an improper place or in a court that lacks
28 jurisdiction over the subject matter of the action or over its person or property. A party who

1 waives service of the summons retains all defenses and objections (except any relating to the
2 summons or to the service of the summons), and may later object to the jurisdiction of the
3 court or to the place where the action has been brought.

4 A defendant who waives service must, within the time specified on the waiver form,
5 serve on the Plaintiff's attorney (or unrepresented plaintiff) a response to the complaint and
6 also must file a signed copy of the response with the court. If the answer or motion is not
7 served within this time, a default judgment may be taken against that defendant. By waiving
8 service, a defendant is allowed more time to answer than if the summons had actually been
9 served when the request for waiver of service was received.